

FILED IN THE  
U.S. DISTRICT COURT  
EASTERN DISTRICT OF WASHINGTON

**Apr 25, 2025**

SEAN F. McAVOY, CLERK

**UNITED STATES DISTRICT COURT**  
**EASTERN DISTRICT OF WASHINGTON**

AMERICAN FAMILY LIFE  
INSURANCE COMPANY, a  
Wisconsin insurance corporation,

Plaintiff-Stakeholder,

v.

ESTATE OF ROBERT W.  
BRADLEY; SARAH McLAUGHLIN,  
an individual; AMY MARIE  
BRADLEY, an individual; KESHIA  
HAHN, an individual and personal  
representative of the Estate of Robert  
W. Bradley; ROLLAND HOOD, an  
individual; RICHARD HOOD, an  
individual; D.P., a minor; M.P., a  
minor; RE. B., a minor; RY. B., a  
minor; and DOES 1-25,

Defendant-Claimants.

No. 2:23-CV-00312-MKD

FINDINGS OF FACT AND  
CONCLUSIONS OF LAW

SARAH McLAUGHLIN

Cross-Claimant,

v.

ESTATE OF ROBERT W.  
BRADLEY, an individual; AMY  
MARIE BRADLEY, an individual;  
KESHIA HAHN, an individual and  
personal representative of the Estate of  
Robert W. Bradley; ROLLAND  
HOOD, an individual; RICHARD  
HOOD, an individual; D.P., a minor;  
M.P., a minor; RE. B., a minor; RY. B.,  
a minor; and DOES 1-25,

Cross-Defendants.

ESTATE OF ROBERT W.  
BRADLEY, by and through personal  
representative Keshia Hahn; RE. B., a  
minor; RY. B., a minor,

Cross-Claimants,

v.

AMY MARIE BRADLEY, an  
individual; ROLLAND HOOD, an  
individual; RICHARD HOOD, an  
individual; D.P., a minor; M.P., a  
minor; RE. B., a minor; RY. B., a  
minor; and DOES 1-25,

Cross-Defendants.

1 On March 17, 18, and 19, 2025, the Court conducted a bench trial. ECF  
2 Nos. 126, 130, 131. Jodi Thorp and David Turplesmith appeared for the Estate of  
3 Robert W. Bradley, Keshia Hahn, in her capacity as personal representative of the  
4 Estate of Robert W. Bradley, RE.B., and RY.B. (the “Bradley Claimants”). Patrick  
5 Harwood appeared for Amy Marie Bradley (now known as Rayvanna McQueen),  
6 M.P., and D.P. (the “McQueen Claimants”). William Spurr appeared for Sarah  
7 McLaughlin.

8 The issue presented for adjudication was: Did Robert Bradley’s (“Mr.  
9 Bradley”) 2022 Life Insurance Policy (the “2022 Policy”) contain a material  
10 mistake as to the named beneficiaries that was inconsistent with his intentions,  
11 such that the Court should reform the 2022 Policy to reflect his intentions?<sup>1</sup> The  
12 Court has considered the evidence, heard from counsel, reviewed the record, and is  
13 fully informed. For the reasons described below, the Court finds the 2022 Policy  
14 contains ambiguities, as a result of a material mistake, and that the 2022 Policy’s  
15 beneficiary designations, as written, do not reflect Mr. Bradley’s intentions. The  
16 Court concludes the Bradley Claimants have met their burden of proving such a

17 \_\_\_\_\_  
18 <sup>1</sup>At the conclusion of the evidence, the Bradley Claimants disclaimed reliance on  
19 their previously advanced position that the Court should find the 2022 Policy void  
20 and determine its proceeds should revert to the Estate itself.

1 mistake by clear, convincing, and cogent evidence. Exercising its discretion, the  
2 Court accordingly reforms the 2022 Policy's beneficiary designations to reflect  
3 that RE.B. and RY.B. are entitled to each receive 30% of the 2022 Policy's  
4 proceeds, in lieu of M.P. and D.P. The balance of the recipients remains  
5 unchanged, as follows: Ms. McLaughlin is entitled to receive 37.5% of the 2022  
6 Policy; and Ms. McQueen is entitled to receive 2.5% of the 2022 Policy.

7 This Order constitutes the Court's Findings of Fact and Conclusions of Law  
8 pursuant to Fed. R. Civ. P. 52(a).

## 9 FINDINGS OF FACT

### 10 A. Mr. Bradley's Relationships

#### 11 i. *Mr. Bradley's Children*

- 12 1. Mr. Bradley had two biological children with Ms. Hahn—RE.B. and RY.B.
- 13 2. Mr. Bradley lived with Ms. Hahn and their children until he and Ms. Hahn  
14 separated in 2008. From 2011 to 2019, Ms. Hahn, RE.B. and RY.B. lived in  
15 Tucson, Arizona. In 2019, Ms. Hahn, RE.B. and RY.B. moved to Spokane,  
16 so that RE.B. and RY.B. could have more of a relationship with Mr.  
17 Bradley.
- 18 3. Mr. Bradley purchased a home at 2933 East Wabash Avenue, Spokane, WA,  
19 to have a house for RE.B. and RY.B. RE.B. moved in fulltime with Mr.  
20

Bradley during Christmas break in 2021; RY.B. moved in fulltime by August 2022.

4. Ms. McLaughlin testified that Mr. Bradley financially supported RE.B. and RY.B. Ms. McLaughlin also testified that Mr. Bradley told her that RE.B. and RY.B. were on the 2022 Policy. Mr. Bradley told Ms. McLaughlin that, were something to happen to him, he wanted to take care of RE.B. and RY.B.

*ii. Mr. Bradley's Ex-Wife and Former Stepchildren*

5. Mr. Bradley married Ms. McQueen, formerly known as Amy Marie Bradley, on August 24, 2017.

6. Prior to her marriage to Mr. Bradley, Ms. McQueen had two children—M.P. and D.P.

7. Mr. Bradley and Ms. McQueen separated on November 1, 2020.

8. Prior to the separation, and after RE.B. and RY.B. relocated to Spokane in 2019, RE.B. and RY.B. visited their father's house a few times and RY.B. spent the night only once.

9. Ms. McQueen testified that RY.B. engaged in inappropriate behavior toward M.P., prompting a child services investigation. Ms. Hahn testified that the child services investigation concluded the allegations (including another involving RY.B. toward D.P.) were not substantiated and further testified

1 that child services instructed her to keep RY.B. away from Ms. McQueen  
2 and Ms. McQueen's children to avoid additional false allegations.

3 10. The Court finds Ms. Hahn's testimony concerning the allegations and  
4 investigation less than fully credible.<sup>2</sup>

5 11. A Final Divorce Order between Mr. Bradley and Ms. McQueen was entered  
6 in Kitsap County on June 25, 2021. The Final Divorce Order provided,  
7 among other things, that Mr. Bradley's existing life insurance policy  
8 reverted solely to Mr. Bradley; the two had no children together who were  
9 still dependent; and that neither a parenting plan nor child support applied.

10 Exhibit 10.

11 12. Following Mr. Bradley and Ms. McQueen's divorce, Mr. Bradley did not  
12 see M.P. and D.P. There is no evidence to suggest that Mr. Bradley was in  
13 communication or spending time with M.P. and D.P. at the time he executed  
14

15 \_\_\_\_\_  
16 <sup>2</sup> The Court notes, however, that none of the testimony concerning these  
17 allegations was offered for the truth of the allegations themselves. Rather, this  
18 evidence was admitted since Mr. Bradley was aware of the allegations as he was  
19 making decisions concerning his life insurance policy and his knowledge of the  
20 allegations may speak to his knowledge and intent of the beneficiary designations.

1 the 2022 Policy. M.P. and D.P. never visited or lived at Mr. Bradley's East  
2 Wabash Avenue residence.

3 *iii. Mr. Bradley's Fiancée*

4 13. Mr. Bradley began dating Ms. McLaughlin in late November 2020 and the  
5 two were engaged by December 2021. Ms. McLaughlin lived with Mr.  
6 Bradley, RE.B., and RY.B. at 2933 East Wabash Avenue, Spokane, WA,  
7 prior to and at the time of Mr. Bradley's death.

8 **B. Mr. Bradley's Life Insurance Policies**

9 14. American Family Life Insurance Company ("AFLIC") issued a life  
10 insurance policy to Mr. Bradley, effective April 12, 2017, in the amount of  
11 \$50,000. The policy designated RE.B., RY.B., and Richard Hood—Mr.  
12 Bradley's brother—as beneficiaries. This policy was prepared by Twyla  
13 Emig. Exhibit 1.

14 15. Following his marriage to Ms. McQueen, Mr. Bradley executed a  
15 "CHANGE OF BENEFICIARY – ALL LIFE INSURANCE POLICIES"  
16 form on December 19, 2017, designating Ms. McQueen as the 100%  
17 beneficiary of the policy and RE.B. and RY.B. as each 50% "contingent"  
18 beneficiaries. The form identified Ms. McQueen as Mr. Bradley's  
19 "SPOUSE" and each son as a "CHILD." Exhibit 1 at 18-19.

1 16. AFLIC issued a new life insurance policy to Mr. Bradley, effective January  
2 17, 2018, reflecting a new amount of insurance—\$250,000. This new  
3 policy’s beneficiary (Ms. McQueen) and contingent beneficiaries (RE.B. and  
4 RY.B.) remained unchanged from the prior policy. This policy was  
5 prepared by Twyla Emig. Exhibit 2.

6 17. At the time she prepared Mr. Bradley’s 2018 policy, Ms. Emig was unaware  
7 of M.P. and D.P.’s identities: she did not know Ms. McQueen had children  
8 and she did not know Mr. Bradley had stepchildren. She first learned Ms.  
9 McQueen had children only after Mr. Bradley’s death.

10 18. Contrary to Ms. Emig’s account, Ms. McQueen testified that Ms. Emig  
11 knew M.P. and D.P. by name and met them many times.

12 19. Following Mr. Bradley and Ms. McQueen’s divorce, and prior to the  
13 execution of the 2022 Policy, RE.B. and RY.B. became the sole  
14 beneficiaries of the 2018 policy, consistent with the terms of Mr. Bradley  
15 and Ms. McQueen’s Final Divorce Order and Washington law, *see* RCW  
16 11.07.010(2)(a).

17 20. AFLIC issued a third life insurance policy—the 2022 Policy—to Mr.  
18 Bradley, effective June 8, 2022, reflecting a new amount of insurance—  
19 \$1,000,000—and certain beneficiary changes. The 2022 Policy was  
20



1 prepared by Patrick Gray, who became Mr. Bradley's life insurance agent  
2 after Ms. Emig left AFLIC. Exhibit 3.

3 21. Unlike Ms. Emig, Mr. Gray did not require Mr. Bradley to come into the  
4 office and review the 2022 Policy in person.

5 22. The 2022 Policy misstates Mr. Bradley's address as "2933 W Wabash  
6 Ave." Exhibit 3 at 30.

7 23. The 2022 Policy lists as the primary beneficiaries M.P. and D.P., each  
8 referred to as a "Child" of Mr. Bradley and listed as living at "2933 W  
9 Wabash Ave."; and Ms. Queen, identified as Mr. Bradley's "Former  
10 Spouse." M.P. and D.P. are listed as each receiving 30%; Ms. Queen is  
11 listed as receiving 2.5%. Exhibit 3 at 33.

12 24. Mr. Gray—understanding that Mr. Bradley wanted his "kids" listed as  
13 beneficiaries on the policy and neither distinguishing between nor knowing  
14 about Mr. Bradley's biological children and former stepchildren—pulled  
15 M.P. and D.P.'s information from AFLIC's existing, pre-populated  
16 household profile.

17 25. Testimonial evidence suggests this information became linked to Mr.  
18 Bradley during the time he and Ms. McQueen were married and was not  
19 decoupled from Mr. Bradley's household profile following his divorce.  
20

1 26. Mr. Gray believed he was putting the names of Mr. Bradley's children on  
2 the 2022 Policy.

3 27. Mr. Gray did not learn that RE.B. and RY.B. were, in fact, Mr. Bradley's  
4 children until after Mr. Bradley's passing.

5 28. Mr. Gray did not know that RE.B. and RY.B. were living and/or residing  
6 most of the time with Mr. Bradley in April 2022.

7 29. Mr. Gray testified he had never met M.P. and D.P.

8 30. Contrary to Mr. Gray's account, Ms. McQueen testified her children had  
9 met Mr. Gray multiple times.

10 31. Because Ms. McQueen's testimony was so plainly inconsistent with Ms.  
11 Emig's and Mr. Gray's, the Court assesses Ms. McQueen as less than fully  
12 credible and assigns her testimony less weight than Ms. Emig's and Mr.  
13 Gray's.

14 32. Mr. Bradley signed this document at an unknown time on April 22, 2022.  
15 Mr. Gray signed this document at 11:14:18 on April 22, 2022. Exhibit 3 at  
16 37-38.

17 33. However, Mr. Gray never personally showed or reviewed the document  
18 with Mr. Bradley.

19 34. Similarly, Mr. Gray testified that, while she was married to Mr. Bradley,  
20 Ms. McQueen would read documents and Mr. Bradley would sign them.

1 35. On the same day, Mr. Bradley executed a “SUPPLEMENTAL  
2 INFORMATION TO THE APPLICATION FOR LIFE INSURANCE”  
3 form. This form added Ms. McLaughlin—identified as Mr. Bradley’s  
4 “Fiancée”—as a 37.5% beneficiary. Exhibit 3 at 39.

5 36. Mr. Bradley signed this document at an unknown time on April 22, 2022.  
6 Mr. Gray signed this document at 11:14:18 on April 22, 2022. Exhibit 3 at  
7 39.

8 37. Mr. Bradley provided Ms. McLaughlin’s personal information to Mr. Gray  
9 because she was a new beneficiary to the policy.

10 38. Mr. Gray already had Ms. McQueen’s personal information, as Ms.  
11 McQueen had been the primary beneficiary on Mr. Bradley’s prior policy.

12 39. As described above, M.P. and D.P.’s personal information had already been  
13 in AFLIC’s household profile database and linked to Mr. Bradley.

14 40. A month later, Mr. Bradley executed a “POLICY SURRENDER IN FULL  
15 – ALL LIFE INSURANCE POLICIES” form, effectively replacing the prior  
16 2018 policy with the 2022 Policy. This form similarly misstates Mr.  
17 Bradley’s address as “2933 W Wabash Ave.” Exhibit 2 at 48-49.

18 41. A DocuSign receipt maintained by AFLIC indicates that a total of six  
19 pages—two document pages and four certificate pages—were sent to Mr.  
20 Bradley at 3:49:58 P.M. on May 26, 2022; viewed by Mr. Bradley a minute

1 later, at 3:50:58 P.M.; and signed by Mr. Bradley sixteen seconds after  
2 viewing, at 3:51:14 P.M. Exhibit 2 at 50.

3 42. The 2022 Policy provided for a “Right to Examine and Return Within 30  
4 Days.” However, Mr. Gray testified that a hard copy of the 2022 Policy  
5 would have been sent to 2933 West Wabash Avenue, *i.e.*, the incorrect  
6 Wabash Avenue address. Exhibit 3 at 17.

7 **C. The 2022 Policy is Ambiguous**

8 43. The 2022 Policy’s designation of beneficiaries is ambiguous: neither M.P.  
9 nor D.P. are a child of Mr. Bradley’s, and neither lived, at the time of the  
10 policy’s execution, in Spokane with him.

11 44. Conversely, RE.B. and RY.B. are Mr. Bradley’s children, and both lived  
12 with him.

13 **D. Mr. Bradley Intended to Designate RE.B. and RY.B. as Beneficiaries**

14 45. Because the designation of beneficiaries is ambiguous, the Court must  
15 assess the totality of the evidence presented in an effort to ascertain Mr.  
16 Bradley’s intention. *See, e.g., Levas v. Metro. Life Ins. Co.*, 26 P.2d 1032,  
17 1033-34 (Wash. 1933).

18 **46.** The Court finds the record clearly, cogently, and convincingly reflects that  
19 Mr. Bradley intended to designate RE.B. and RY.B. each as a 30%  
20 beneficiary on the 2022 Policy and, due to a mistake on Mr. Gray’s part,

1 M.P. and D.P. were erroneously listed on the policy instead of RE.B. and  
2 RY.B. *See Akers v. Sinclair*, 226 P.2d 225, 231 (Wash. 1950) (stating  
3 burden of proof); *Simonson v. Fendell*, 675 P.2d 1218, 1221 (Wash. 1984)  
4 (en banc) (“A mistake is a belief not in accord with the facts.”) (citation  
5 omitted).

6 47. The Court finds the Bradley Claimants have more than sufficiently met their  
7 burden in establishing a mistake on the policy. *See Glepco, LLC v. Reinstra*,  
8 307 P.3d 744, 751-52 (Wash. Ct. App. July 22, 2013), *review denied*, 315  
9 P.3d 530 (Wash. 2013) (citation omitted).

10 48. The Court’s findings are based on an assessment of the record, as described  
11 above, and reasonable inferences drawn therefrom, to include:

12 a. Mr. Bradley had taken affirmative steps in the years and months prior  
13 to the execution of the 2022 Policy to financially provide for RE.B.  
14 and RY.B. and was making home improvements to facilitate his  
15 children moving in with him fulltime.

16 b. RE.B. and RY.B. were the sole beneficiaries of the 2018 policy,  
17 following Mr. Bradley’s divorce.

18 c. Mr. Bradley explicitly told Mr. Gray he wanted “his kids” on the 2022  
19 Policy. The Court finds it unreasonable to conclude that Mr. Bradley  
20 was referring to M.P. and D.P., whom he had not spoken to since his

1 and Ms. McQueen's separation, and not RE.B. and RY.B., who were  
2 living with him and who were listed as beneficiaries on Mr. Bradley's  
3 prior policies.

4 d. Consistent with the above inference, Ms. McLaughlin credibly  
5 testified that Mr. Bradley informed her that she and RE.B. and RY.B.  
6 were beneficiaries on the 2022 Policy. Ms. McLaughlin also credibly  
7 testified that Mr. Bradley wished that, were something to happen to  
8 him, he wanted to financial care of RE.B. and RY.B.

9 e. Mr. Bradley's execution of a supplemental form—to add Ms.  
10 McLaughlin as a new beneficiary—is consistent with both Mr. Gray's  
11 and Mr. Bradley's understanding that no other new beneficiaries (*i.e.*,  
12 M.P. and D.P.) were being added to the policy. As noted above,  
13 RE.B., RY.B., and Ms. McQueen were previously listed on Mr.  
14 Bradley's policy and Mr. Gray mistakenly believed he possessed their  
15 personal information.

16 f. Further, the record suggests that Mr. Bradley was unaware of the  
17 mistake as to the listed beneficiaries on the 2022 Policy. Rather, the  
18 record suggests Mr. Bradley might not have read the 2022 Policy—as  
19 was his practice—and the record credibly indicates Mr. Bradley  
20

1 executed a subsequent policy document totaling six pages only sixteen  
2 seconds after viewing it.

3 g. Because the 2022 Policy also misstated Mr. Bradley's home address,  
4 it is also reasonable to conclude Mr. Bradley did not receive a hard  
5 copy of it and could not have availed himself of the opportunity to  
6 exercise his right to examine it within thirty days.

7 h. It is undisputed that Mr. Bradley did not review the 2022 Policy in  
8 person with Mr. Gray.

9 i. It is also undisputed that Mr. Bradley never listed M.P. and D.P. on  
10 any prior policy and was not financially responsible for them at the  
11 time he executed the 2022 Policy.

12 49. Because the Court finds the record more than sufficiently demonstrates—by  
13 clear, convincing, and cogent evidence—that the 2022 Policy's beneficiary  
14 designation contains a mistake, the Court agrees with the Bradley Claimants  
15 that reformation of the policy is necessary.

## 16 CONCLUSIONS OF LAW

### 17 E. Jurisdiction

18 50. This is an interpleader action brought pursuant to 28 U.S.C. § 1332 and Fed.  
19 R. Civ. P. 22.

1 51. The Court has jurisdiction under 28 U.S.C. § 1332 because there is diversity  
2 of citizenship between Plaintiff, a corporation incorporated under the laws of  
3 the State of Wisconsin, and Defendants, citizens of the State of Washington,  
4 and the amount in controversy exceeds \$75,000.

5 52. Venue is proper in the Eastern District of Washington, pursuant to 28  
6 U.S.C. §§ 1397 and 1391, because Mr. Bradley resided and was employed in  
7 this judicial district, a substantial part of the events giving rise to the action  
8 occurred in this judicial district, and many of the claimants reside in this  
9 judicial district.

10 **F. Reformation of the 2022 Policy**

11 53. “Reformation is an equitable remedy employed to bring a writing that is  
12 materially at variance with the parties’ agreement into conformity with that  
13 agreement.” *Denaxas v. Sandstone Ct. of Bellevue, L.L.C.*, P.3d 125, 132  
14 (Wash. 2003) (citation omitted).

15 54. “An insurance contract is no different from any other contract, when the  
16 rules of law governing the reformation of written agreements are to be  
17 applied to it.” *Rocky Mountain Fire & Cas. Co. v. Rose*, 385 P.2d 45, 49  
18 (Wash. 1963).



1 55. The Court concludes that reformation of the 2022 Policy is necessary to  
2 correct a material mistake as to the listed beneficiaries and to reflect Mr.  
3 Bradley's intentions with respect to the policy's designation of beneficiaries.

4 56. Consistent with the above-described findings of fact, the Court concludes as  
5 a matter of law that the 2022 Policy's beneficiary designations shall read as  
6 follows:

- 7 a. RE.B. – **30%**
- 8 b. RY.B. – **30%**
- 9 c. Ms. McLaughlin – **37.5%**
- 10 d. Ms. McQueen – **2.5%**<sup>3</sup>

### 11 **CONCLUSION**

12 For the reasons described above, the Court **FINDS AND CONCLUDES**  
13 that the proceeds of the 2022 Policy, previously deposited into the Court's registry,  
14 shall be distributed in accordance with Paragraph 56 of this Order. Specifically,  
15 the Clerk of Court is directed to disburse the funds held in the Court's registry, less  
16 the fee from the income earned on the deposited proceeds, at the rates published by  
17 the Director of the Administrative Office of the United States Courts, as follows:

18 \_\_\_\_\_  
19 <sup>3</sup> The Court notes that AFLIC already distributed \$6,250 to Ms. McQueen in or  
20 around October 2022. ECF No. 1 at 8 ¶ 29.

1       1.    RE.B. – **\$300,000, plus any accrued interest.**

2       2.    RY.B. – **\$300,000, plus any accrued interest.**

3       3.    Ms. McLaughlin – **\$375,000, plus any accrued interest.**

4       4.    Ms. McQueen – **\$18,750, plus any accrued interest.**

5       **IT IS SO ORDERED.** The Clerk of Court is directed to enter this order,  
6 disburse the funds accordingly, **enter judgment**, provide copies to counsel, and  
7 **CLOSE THE FILE.**

8               DATED April 25, 2025.

9                       *s/Mary K. Dimke*

10                      MARY K. DIMKE

11                      UNITED STATES DISTRICT JUDGE